

## Legal Notice

### REQUEST FOR PROPOSAL – REISSUE YCJC-03

The Connecticut Department of Correction is seeking proposals from potential contractors for the operation of a Community Justice Center in East Lyme, CT. The intent of this request is to identify private, non-profit organizations with the expertise to provide short-term residential programming to inmates referred by the Department of Correction, the Board of Parole and/or Probation. Required services include substance abuse education and treatment, education preparation, employment services and a variety of gender-specific programming. **A non-binding Letter of Intent is due to the address below no later than August 13, 2004, 4:00 p.m. and the Letter of Intent is mandatory in order to submit a proposal.**

Copies of the Request for Proposal may be obtained from:

Joel R. Ide  
Grants and Contracts Manager  
Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109-1152  
860-692-7757  
[JoelR.Ide@po.state.ct.us](mailto:JoelR.Ide@po.state.ct.us)

Copies may also be obtained from the following web sites: [www.doc.state.ct.us](http://www.doc.state.ct.us) or [www.das.state.ct.us](http://www.das.state.ct.us).

Completed proposal applications will be due on September 3, 2004 at 4:00 p.m.  
Proposals received after that time will not be accepted.

## **Request for Proposal**

### **York Community Justice Center**

#### **Executive Summary**

The Connecticut Department of Correction, with support from Governor M. Jodi Rell and the General Assembly, and in conjunction with other state agencies, is seeking to ease crowding through the operation of a Community Justice Center (CJC).

The State of Connecticut understands the importance of both pre-release and post-release inmate support in the **successful** re-integration into their communities. It is also clear that re-incarceration for minor, technical violations is of little use in promoting long-term reductions in recidivism. Hence, the anticipated Community Justice Center will also provide the mechanism to break the Release-Relapse-Return cycle so common today.

Many of the female offenders who will be participating in the CJC will have been receiving some level of public support prior to their return to custody. Traditionally, their return would trigger a termination of that support. In order to facilitate a smoother transition from the CJC to their community, the DOC will be working with DSS and other appropriate agencies to develop a program of *'benefits suspension'*. This will allow for female offenders to resume receiving support immediately upon release from the CJC, avoiding the lengthy re-application process.

The Community Justice Center to be opened will be for female offenders and will be located in East Lyme, Connecticut, in a fully renovated building on the grounds of the former Niantic Womens Correction Institution.

The project will be designed to intervene in the lives of those female offenders at serious risk of re-incarceration due to failure to meet or maintain the requirements of their parole, probation or Transitional Supervision (TS) release. These female offenders, who would normally be returned to prison for technical violations, will have an opportunity to participate in programs offered at the CJC, geared to reversing negative behaviors and assist in a positive return to the community.

The focus of programming in this facility is a combination of education remediation or skill enhancement, job aptitude testing and preparedness training, vocational training and skill development, cognitive social restructuring, community attachment and reintegration training, substance abuse education and treatment, and intensive and tightly integrated pre-release and preparation for aftercare, including housing and employment.

Since female offenders participating in the CJC will enter through DOC, Parole and Probation, the program will be governed by an Oversight Committee, comprised of representatives from each of those agencies. This committee will be responsible for coordinating the activities and resolving issues which may arise between the three agencies. Membership on the committee will be made up of individuals of sufficient position to address issues and make decisions without a lengthy review and approval process at their respective agency.



**State of Connecticut  
Department of Correction**

**Request For Proposal - YCJC-03  
for**

**Operation of a Secure Community Justice Center for Females**

**PROPOSAL COVER PAGE**

Company Name

Contact Person

Address

City/State/Zip

Telephone

Fax

FEIN

E-Mail:

Prices contained in this proposal are and remain valid for 120 days.

I have read, understand, and agree to all terms and conditions herein.

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Authorized Signature

Date

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Printed Name and Title

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<b>(Proposers are advised to consult this section for changes to and clarification of Sections 6 and Section 7)</b>	

**A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below.**

## **1. PROJECT OVERVIEW**

Increasing prison populations and high rates of recidivism have joined forces to create record crowding conditions within Connecticut's correctional facilities. Included in this is the single correctional facility for female inmates - York Correctional Institution.

The Connecticut Department of Correction (DOC), with support from Governor M. Jodi Rell and the General Assembly, and in conjunction with other state agencies, is now seeking to ease crowding through the operation of a Community Justice Center (CJC).

Securing relief from current crowding conditions is an important driving force behind this initiative, however, not the only one. The State of Connecticut understands the importance of both pre-release and post-release inmate support in the **successful** re-integration into their community. It is also clear that re-incarceration for minor, technical violations is of little use in promoting long-term reductions in recidivism. The anticipated Community Justice Center will also provide the mechanism to break the Release-Relapse-Return cycle so common today.

The Community Justice Center to be opened will be for female offenders and will be located in East Lyme, Connecticut, in a fully renovated building on the grounds of the former Niantic Womens Correction Institution. It is anticipated that this program will provide services to approximately 110 female offenders.

The project will be designed to intervene in the lives of those female offenders at serious risk of re-incarceration due to failure to meet or maintain the requirements of their parole, probation or Transitional Supervision (TS) release. These female offenders, who would normally be returned to prison for technical violations, will have an opportunity to participate in programs offered at the CJC, geared to reversing negative behaviors and assist in a positive return to their community.

Coupled with supportive programs, however, must come increasing levels of sanctions for even minor technical violations.

The focus of programming in this facility is a combination of education remediation or skill enhancement, job aptitude testing and preparedness training, vocational training and skill development, cognitive social restructuring, community attachment and reintegration training, substance abuse education and treatment, and intensive and tightly integrated pre-release and preparation for aftercare, including housing and employment.

## **2. SCOPE OF PROJECT**

2.1 - The Connecticut Department of Correction, together with the Court Support Services Division, Probation, and the Board of Parole, is soliciting proposals from qualified vendors to operate a secure, short-term residential program for females in the State of Connecticut.

2.2 - Proposals will only be accepted from proposers who have submitted the required Letter of Intent to Bid.

2.3 - All inmates referred to this program will be 18 years of age or older.

2.4 - Individuals will be assigned to the CJC via four processes:

2.4.1 - Department of Correction inmates at risk of community (Transitional Supervision and Halfway House) failure will be transferred to the CJC by the Department's Community Enforcement Division. These inmates will not be processed through the York Correctional Institution.

2.4.2 - Inmates under the jurisdiction of the Board of Parole at risk of community failure will be transferred to the CJC by parole officers. These inmates will not be processed through the York Correctional Institution.

2.4.3 - Clients under the jurisdiction of Probation will be transferred to the CJC through the York Correctional Institution after having been deemed in violation of the terms of their probation.

2.4.4 - Inmates from the York Correctional Institution, preparing for community release, may be transferred to the CJC by the Department of Correction.

For those individuals entering the CJC via York Correctional Institution, the classification process at the York Correctional Institution will identify those inmates to be housed in the facility who require close monitoring and supervision in order to assure the safety of the staff and the residents, the security of the facility, and protection of the community. The classification will also consider the social, psychological, employment, education, and health needs of the individual. This classification will form the basis from which each resident will have an Individual Treatment Plan (ITP) formulated by the successful proposer. Subsequent testing by the successful proposer will refine the ITP and determine the exact program for each resident.

2.5 - The average length of stay for inmates in this program is expected to be two weeks to 90 days. The exact length of stay will be determined by 1) the expected outcomes of the individual treatment plan, and 2) the willingness of the inmate to cooperate and progress. Additionally, length of stay and intensity of programming may need to be modified depending upon the changing population profile of the inmates referred for custodial care. The nature of the specific program proposed may have a direct influence on the length of stay. Specific programs and their influence on the length of stay must be addressed in the proposal submitted. Release from the program must be approved by the state agency having jurisdiction over the inmate/client.

### **3. SUBMITTAL INSTRUCTIONS**

3.1 - A non-mandatory Site Visit will be held on August 17, 2004. Proposers should contact the Department of Correction if they choose to attend. In addition, the Department of Correction will accept questions and/or comments in writing, received either by mail, e-mail, or facsimile, regarding this RFP. Questions must be addressed to Department of

Correction, Joel R. Ide, 24 Wolcott Hill Road, Wethersfield, CT 06109. They may be faxed to (860) 692-7772, or e-mailed to: JoelR.Ide@po.state.ct.us. The deadline for submitting questions is August 20, 2004, at 2:00 p.m. All questions and/or comments will be addressed in writing and provided to all prospective proposers on or about August 25, 2004.

**Questions will not be accepted or addressed by telephone.**

### 3.2 - RFP ***TASK DATE/TIME***

Release Date: August 1, 2004

Letter of Intent: Due August 13, 2004

Non-Mandatory Site Visit: August 17, 2004

Questions Due: August 20, 2004

Questions Answered by: August 25, 2004

Proposal Due Date: September 3, 2004, No later than 4:00 p.m.

Vendor Selection Period: September 2004

Vendor Negotiations: October 2004

Contract Signing: November 2004

***NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.***

3.3 - Proposers will submit one (1) original proposal marked "MASTER" and five (5) identical copies to:

Joel R. Ide  
State of Connecticut  
Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109

Proposals will be clearly labeled in a sealed envelope or box as follows:

**REQUEST FOR PROPOSAL NO: YCJC-03**  
**Operation of a Secure Community Justice Center for Females**

In addition, proposers must supply one electronic version of their proposal. The format must be MS Word compatible and can be submitted on either a 3.5" disc or CD.

3.4 - **Proposals must be received by 4:00 p.m. local time, September 3, 2004.** Proposals that do not arrive by this time and date **WILL NOT BE ACCEPTED**. Proposers may submit their proposal any time prior to the above stated deadline.

3.5 - The State is not responsible for proposals mishandled as a result of the envelope not being properly prepared. Facsimile or e-mail proposals will **NOT** be considered.

3.6 - Until a final selection of a proposer has been made, only the names and addresses of the proposers submitting proposals will be available. Full copies of all proposals will be available through the Freedom of Information process, after proposer selection has been completed and the contract is executed by all parties.

3.7 - If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is

not clearly marked "MASTER COPY," the State may reject the proposal. However, the State may, at its sole option, select one copy to be used as the master copy.

3.8 - Proposals should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.

3.9 - If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found. However, generally well-known documents (i.e., Title XIX) need not be attached. References to these documents should be specific, stating section/subsection, etc. If other, less known, large documents are referenced, only applicable section(s) need be attached. These must be clearly labeled and identifiable.

3.10 - Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on **completeness and clarity** of content.

3.11 - Descriptions on how any esoteric equipment and/or services will be used to meet the requirements of this RFP should be given, in detail, along with any additional information documents that are appropriately marked. Do not assume that all reviewers will be familiar with all equipment/programs and their applicability to the proposal.

3.12 - The proposal must be signed by the individual(s) legally authorized to bind the proposer.

3.13 - Electronic copies of the RFP are available in the following formats: MSWord (Office 97) via e-mail or diskette, or in PDF format at [www.doc.state.ct.us](http://www.doc.state.ct.us) or [www.das.state.ct.us](http://www.das.state.ct.us). When requesting a copy via e-mail, proposers should contact [JoelR.Ide@po.state.ct.us](mailto:JoelR.Ide@po.state.ct.us). Alternatively, proposers may send a blank 3.5" formatted diskette to the contact identified in Section 3.3. Unless proposers provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.

3.14 - The sole contact for questions concerning this RFP will be the Department's designee, Mr. Joel R. Ide. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective proposers or their representatives. Failure to observe this restriction will result in disqualification for this and any subsequent Justice Center proposal.

3.15 - Proposals will be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The evaluation committee will review the narrative/technical proposal first and then the cost proposal. While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each part must be packaged separately.



3.16 - Proposers will be proactive in verification of licensing or certification requirements prior to proposal submittal.

3.17 - If a proposer changes any RFP language, it **will** result in **immediate disqualification**.

3.18 - Proposals should be formatted, using a font size of 12 points, single spaced.

#### **4. PROPOSAL EVALUATION AND AWARD PROCESS**

4.1 - Proposals will be evaluated and scored in accordance with the following criteria, listed in order of importance from highest to lowest:

- ◆ Proposer's understanding of the Project Specifications (Section 5) and how the proposer plans on meeting each of the State's needs
- ◆ Demonstrated competence in the operation of similar facilities
- ◆ Experience in performance of comparable engagements
- ◆ Expertise and availability of key personnel.
- ◆ Reasonableness of cost
- ◆ Conformance with the terms of this RFP

**Proposers will also be scored on financial stability on a pass/fail basis. Failure on this point will result in disqualification.**

In 2001, DOC staff toured the Community Education Center operated by Education and Health Centers of America in Kearney, New Jersey.

4.2 - The evaluation committee will also contact references provided in Section 7.3; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information pertinent to the evaluation process. Submission of a proposal signifies authorization for release of pertinent information by all provided references.

4.3 - Discussions may, at the State's sole option, be conducted with responsible proposers who submit proposals determined to be reasonably eligible for selection for an award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing proposers.

4.4 - A Notification of Intent to Award will be sent to the proposer selected. Any award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State, upon written notice to all vendors, may negotiate a contract with the next highest scoring proposer or withdraw the RFP.

4.5 - Any contract resulting from this RFP will not be effective unless and until approved by the Connecticut Office of the Attorney General.

## **5. TERMS, CONDITIONS AND EXCEPTIONS**

The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

5.1 - The State reserves the right to waive minor irregularities in proposals received.

5.2 - The State will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Connecticut after all factors have been evaluated.

5.3 - Irregularities or lack of clarity in the RFP should be brought to the Department's attention as soon as possible so corrective addenda may be furnished to prospective proposers.

5.4 - Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

5.5 - Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

5.6 - Proposals from employees of the State of Connecticut will NOT be considered.

5.7 - Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered.

5.8 - The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to another contractor, proposer or prospective proposer. Complimentary proposals are prohibited.

5.9 - No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

5.10 - Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract. The awarded proposer agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees will be payable to the awarded proposer for implementation of their proposal, unless specifically agreed to during contract negotiations.

5.11 - The State is not liable for any costs incurred by proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the proposer in responding to the RFP, are entirely the responsibility of the proposer, and will not be reimbursed in any manner by the State.

5.12 - The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the proposer thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State will constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public records request for labeled information is received by the State, the State will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

5.13 - A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded proposer's obligations.

5.14 - The awarded proposer will be the sole point of contract responsibility. The State will look solely to the awarded proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded proposer will not be relieved for the non-performance of any or all subcontractors.

5.15 - The awarded proposer must maintain, for the duration of its contract, insurance coverage as set forth in the contract. Work on the contract will not begin until after the awarded proposer has submitted acceptable evidence of the required insurance coverage. The State will be the sole and final judge as to the adequacy of any form of insurance coverage.

5.16 - Each proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a proposer's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any proposer on the grounds of actual or apparent conflict of interest.

5.17 - Proposers must include a complete disclosure of any alleged prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The State reserves the right to reject any proposal based upon the proposer's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

5.18 - The State reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents will control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

5.19 - No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

5.20 - The awarded proposer must agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose including the following:

- (a) any federal, state, county or local agency, legislature, commission, counsel, or board;
- (b) any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- (c) any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

**Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:** The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to

provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to an such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**Non-discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat: (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with

such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat. (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. the contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS Sections 12101-12189 and Sections 12101-12213)(Supp. 1993); 47 USCS Sections 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

**Executive Orders Nos. 3 & 17:** This contract is subject to the provisions of Executive Order No. three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. the parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. the parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that executive Order No. Seventeen is incorporated herein by reference and made a part hereof. the parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner

shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

## **6. PROJECT SPECIFICATIONS**

### **6.1 - Standard Requirements**

**6.1.1 - Accreditation** - As applicable to this project, the awarded successful proposer will obtain accreditation from the American Correctional Association within 24 months of the date the facility accepts the first resident.

**6.1.2 - Admission** - The awarded successful proposer will be obligated to accept all inmates referred to the facility by the State up to the maximum available design capacity. The State will conduct an assessment and screening which will determine the most suitable placement in every case.

**6.1.3 - Releases** – The State will authorize all releases from the facility. Proposers must address their proposed process for working with the separate state agencies to effect releases.

**6.1.4 - Critical Posts** -- Proposer will identify all critical posts. The Proposer must describe all security Posts and related duties in sufficient detail to ensure the security person filling the position can accomplish all required tasks. A final plan will be approved by the Department of Correction as part of any contract pursuant to this RFP.

**6.1.5 - Policies and procedures Manual** -- Proposer will describe experience in creating Policies and Procedures Manuals and be committed to providing a Policies and Procedures manual to the State of Connecticut for its approval, prior to the opening of the facility.

**6.1.5.1** - The proposer must provide an outline of a sample Policies and Procedures Manual to demonstrate knowledge of appropriate content areas.

**6.1.5.2** - Proposer must submit a timeline to include adherence to the following requirements:

**6.1.5.2.1** - A draft Policies and Procedures Manual and preliminary Post duties, must be submitted to the State sixty (60) days prior to the scheduled opening date of the Justice Center. The State will review the manual and Post duties and return comments no later than thirty (30) days before residents are assigned to the facility.

**6.1.5.2.2** - The final draft of the policies and procedures will be sent to the State for review and acceptance no later than thirty (30) days after residents are assigned to the facility.

### **6.2 - Program and Service Requirements**

Successful management of this facility can only be achieved through the operator's ability to balance multiple missions. The proposer must explain its Mission, Philosophy, and Goals and Objectives for the operation of York Community Justice Center. There must be a showing of an ability to provide appropriate programs and services. It is particularly important that the operator be able to accommodate the need for an innovative aftercare and community re-integration program and to show how the facility program will enhance

and inspire effective and efficient transitional services. **It is important to note that all programming will be provided to female offenders and proposers should address gender-specific programming.**

6.2.1 - Proposer must describe its theoretical framework upon which the mix of programs and services are based and must have sufficient flexibility to modify and adjust program offerings to meet the needs of various ages, security and classification differences. The proposer must assure cooperation with existing State initiatives geared toward successful re-integration. Proposer must provide a thorough and detailed description of each of the following elements:

6.2.2 - **Staffing Ratios:** The proposer must describe the ratio of staff to residents for the following categories listed below. In addition, proposer must discuss minimum coverage for each category, based on a 24-hour, 7-day schedule.

6.2.2.1 - **Direct Care Staff**

6.2.2.2 - **Caseworkers/Re-Integration Coordinators**

6.2.2.3 - **Recreation Workers**

6.2.2.4 - **Substance Abuse Counselors**

6.2.2.5 - **Employment and Housing Counselors**

6.2.3 - Proposers must provide detailed plans for the provision of health, mental health and dental services at the CJC. This information must include the number, type and certification levels of all proposed staff.

Include information on how medical emergencies will be handled and how notifications to state agencies will be addressed and how security at the emergency facility will be assured.

All in-patient hospitalization for inmates under the jurisdiction of the Department of Correction will be provided through an existing agreement between the Department of Correction and the University of Connecticut Health Center. Proposer must address how such services will be provided for those inmates/clients who are not under the jurisdiction of the Department of Correction.

Proposers must describe how assessment of financial liability for emergency services will be decided and how payments for such services will be made.

6.2.4 - All employees or professional staff will be licensed or certified in accordance with applicable law and regulation. A copy of each license or certificate will be maintained by the facility and submitted to the State as requested.

6.2.5 - Proposer must describe how transportation issues will be addressed. The proposer will provide all program-related transportation subsequent to the delivery of the inmate at the time of admission. Transportation may be required for such things as medical visits, legal/court appearances, or employment interviews. The proposal must describe how transportation will be provided, staffed, and managed. The proposer will ensure regular vehicle maintenance to ensure safety of residents and staff. Adequate insurance coverage



will be maintained at all times. Proof of such coverage will be provided by the successful proposer upon contract execution and thereafter as necessary or requested.

Transportation upon completion of the CJC program will be provided by the agency with jurisdiction.

**6.2.6 - Program Day** - The proposer must describe, in detail, the daily schedule at the Justice Center. The daily schedule will show how time is allocated for at least the following programs, services and activities.

6.2.6.1 - Recreation

6.2.6.2 - Visiting

6.2.6.3 - Substance Abuse Counseling, individual and group

6.2.6.4 - Anger management, domestic violence (and related) counseling

6.2.6.5 - Parenting Skills/Life Skills Counseling and Training

6.2.6.6 - Discharge Planning activities

6.2.6.7 - Personal time

6.2.5.8 - Religious Services

6.2.6.9 - Vocational/Educational Preparedness

### **6.3 - Staffing Plan**

6.3.1 - Proposers must describe plans for the recruitment and supervision of staff. A staffing plan must be provided which shows the staffing pattern for each shift of all personnel, including:

6.3.1.1 - administrative

6.3.1.2 - custody

6.3.1.3 - security

6.3.1.4 - treatment/education

6.3.1.5 - case management/discharge planning

6.3.1.6 - health

6.3.1.7 - support services.

Where positions are covered for more than one shift during the day, a shift relief factor will be identified and explained.

6.3.2 - Proposers will provide examples of the job descriptions and minimum qualifications for each position in the staffing plan. In addition, they will provide a schedule of the salary, wage, or compensation range for each position. Proposers are encouraged to research the job market in order to offer competitive wages to employees. Also, proposers will provide a summary of the benefits and entitlements afforded to employees; including but not limited to holidays, sick leave, pension, insurance, and stock options. Discuss which staff are eligible for each benefit (i.e., full time vs part time, certain benefits available only to management staff, etc.)

6.3.3 - Proposers will provide a detailed organization chart for the proposed staffing plan which shows the management positions and the lines of reporting and accountability. All proposed positions must be shown.

6.3.4 - The facility will have one Director and at least one Assistant Director. The minimum requirements for these positions will include sufficiently high academic preparation and

length of experience in a similar program in a similar position to assure a smooth start-up and the development of a quality operation.

6.3.5 - Proposers will identify all personnel who will be available on 24-hour call.

#### **6.4 - Personnel Matters**

6.4.1 - Proposers will discuss procedures for conducting criminal record checks, medical and job history checks for staff, prior to their employment. Include criteria used for denying employment, mindful of federal and state Affirmative Action/EEO and other requirements.

6.4.2 - Proposer will describe, briefly, their policy on access to personnel files by the State.

In addition, any individual who intends to maintain concurrent employment with any agency of the State of Connecticut, either as an employee or under contract service, cannot be hired, without appropriate administrative approvals.

6.4.3 - All proposals must provide information on their agency policy regarding the impact of criminal convictions on the hiring process.

6.4.4 All employees must have annual physical examinations; TB tests are mandatory; and Hepatitis B vaccinations must be made available.

6.4.5 - Proposers will describe the “drug free workplace” policy, and any affirmative action or other policy that supports the goal of maintaining a fair and safe place of employment.

6.4.6 - All hiring, promotion, transfer, discipline and other employee impact activities will be conducted in accordance with statutes, regulations, court orders and directives issued through federal, state and department channels. Proposal submission signifies agreement and assures compliance.

#### **6.5 - Staff Training**

6.5.1 - Proposers will describe the training program for all employees, including subcontractors. Training must be based on ACA requirements, as applicable.

6.5.2 - Proposers will describe the training curriculum to be used for all job classifications. The curriculum must be based on minimum requirements to meet ACA standards for all positions. All positions must be able to understand the mission and goals of the facility, the operational regulations governing the facility and the specific responsibilities of the job being performed. Direct care workers must receive instruction in, at a minimum:

- ◆ Security Procedures
- ◆ Use of Force regulations and tactics
- ◆ Suicide prevention/precautions
- ◆ Counseling techniques
- ◆ Use of positive reinforcement in behavior management
- ◆ Disciplinary and grievance procedures
- ◆ Effects of medications or drug withdrawal
- ◆ Effective techniques for staff - resident interactions

- ◆ All policies and procedures for the facility
- ◆ Crisis intervention and de-escalation techniques
- ◆ Report Writing
- ◆ Social/cultural lifestyles of the inmate population
- ◆ Supervision of inmates
- ◆ Inmate rules and regulations
- ◆ Rights and responsibilities of inmates
- ◆ Safety, Fire and emergency procedures, including CPR/AED and first aid
- ◆ Interpersonal relations, Communication Skills

## **6.6 - Programs**

The proposal will give a general philosophical rationale for the structure of the program as it relates specifically to the population to be served by this facility. Within that context, each of the program areas will be discussed in detail. It is important to show how each is consistent with the overall philosophy and enhances the ability of the program to deliver successful outcomes and the length of stay which optimizes the individual's progress. The proposer will provide examples of where this approach has been successfully implemented in other program locations and the measures used to determine the degree of success.

The proposer will develop and provide a comprehensive counseling and guidance program that meets the needs of this population. Proposals must state a program philosophy and methods of delivery as well as state the minimum number of hours of weekly involvement for each inmate. It may be done as individual, group or a combination, depending upon the overall philosophy. In addition, the program should consider appropriate ways of addressing family counseling, crisis intervention and suicide prevention.

### **6.6.1 - Admissions, Screening and Orientation**

Proposer will describe its Admissions, Screening and Orientation procedures. The description must include at a minimum procedures for searching the inmate and his possessions; disposition of personal property; shower and hair care procedures; issue of clean, laundered and seasonally appropriate clothing; issue of personal hygiene articles; medical, dental, and mental health screening; assignment to a housing unit; recording of basic personal data and information to be used for mail and visiting lists and data collection by the Department ; provision of written orientation materials to the inmate; preparation and content of initial admissions report; description of programs and services provided to inmates during the reception period. Screening tools, tests, and procedural guidelines must be described.

6.6.1.1 - Proposer must describe the proposed orientation procedures for incoming residents.

Proposer must provide an explanation/copies of grievance procedures, disciplinary guidelines, due process procedures, and requirements for earning rewards and incentives.

### **6.6.2 - Discharge and Release**

Proposer will show how the required individual plan will be used to recommend or determine release dates and how discharge planning will occur. Discuss how the proposer envisions discharge planning to be created and implemented with State and community aftercare resources. Transition of services for the inmates must assure continuity into the community.

The Department of Correction anticipates a linkage with their ***Job Opportunities*** program operating within the CJC building. This program, currently funded with federal Byrne grant funds, provides computerized job search capabilities for inmates. The CJC program must include this program as part of its overall approach to job readiness and discharge planning.

#### 6.6.3 - Substance Abuse

The proposer will describe the development of a substance abuse education program for all residents and a treatment program for those residents identified requiring more intensive intervention. Its focus will include alcohol, prescription drugs, illegal drugs and inhalants; and will provide education, counseling, support groups and relapse prevention. Family involvement should be considered, as well as assisting in making community linkages for a smooth transition upon release.

6.6.3.1 - The proposer will describe their intention to offer services that encourage inmates to break harmful and unhealthful habits and to adopt a new focus on healthy living. This program may include smoking cessation, stress management, exercise and agility classes, and diet and nutrition counseling.

6.6.4 - The proposer will describe in detail its case management system and identify the individuals responsible for implementing the case management process.

6.6.4.1 - Proposer will describe procedures utilized to monitor and assess daily behavior for each resident. Proposer must describe how this information may be used in case management.

6.6.4.2 - Each inmate admitted to the facility will have an Individual Treatment Plan (ITP) prepared upon admission. The ITP will include education, counseling, social, medical, and mental health needs. The development of the ITP will identify the kinds of programs and services which the inmate most needs either while participating in the program, or upon their release. It becomes the "prescriptive package" which is unique to the individual and documents the individualized nature of the treatment services of the facility. Inmates will have input into the development of their ITP and be involved in the process whenever changes are considered. A sample of the format of the ITP is to be provided.

6.6.4.3 - Proposer will describe how the ITP will be used to engage staff and support services to address the identified needs, from admission through discharge from the Justice Center.

6.6.5 Large muscle recreation at least one hour every day is imperative. In addition to that, however, the program needs to provide opportunities for other recreational activities, games, hobbies and crafts. There should be virtually no reliance on television outside of the use for educational purposes. The recreation program should teach the constructive use of leisure time and engage the inmates in finding and exploring new areas of interest.

6.6.6 - Proposer must describe access to religious services and counseling.

6.6.7 Proposer may propose a plan for recruiting and training volunteers and reasonable opportunities for their participation in the program. Provide detailed description of any program components utilizing volunteers, including how volunteers are selected, training provided, associated costs, etc.

## **6.7 - Facility Services and Equipment**

6.7.1 -Proposer must describe a commissary to allow inmates to obtain personal items beyond minimum standards, and if so, what those items may include and how the proposed system would function. Include a plan for handling inmate funds and a disposition plan for any anticipated profits.

6.7.2 - Proposers must describe how food services will be addressed, including who will prepare and serve meals. Where and how will meals be provided to residents? Who will be responsible for nutritional adequacy of meals? How many meals will be provided daily? The awarded successful proposer must comply with all applicable ordinances, laws, rules, and regulations.

6.7.3 - Proposer must address laundry facilities for residents. Initial issuance of clothing and bedding will be pre-laundered by the successful proposer, at the successful proposer's expense.

### **6.7.4 - Maintenance**

6.7.4.1 - The Department will be responsible for all general and capital maintenance of the facility. This will include all mechanical systems, roofing, wiring, plumbing, exterior maintenance, and other major categories.

6.7.4.2 - The successful proposer will be solely responsible for operation and daily maintenance of the facility and equipment in compliance with all applicable standards.

6.7.4.3 - Prior to contract termination, a walk through of the facility will be performed by the successful proposer and the State. Needed maintenance/repairs will be identified and documented in writing by the State. Any needed maintenance/repairs not made or caused to be made by the successful proposer will be charged to the successful proposer or offset against the successful proposer's payment.

6.7.4.4 - The successful proposer will be responsible for maintenance, repair, and replacement of equipment as needed, including (but not limited to) the generator, compressor, air conditioning/heating units, and laundry equipment.

6.7.5 - The proposal will address the policies and procedures for providing mail service to residents consistent with ACA requirements at no cost to the State.

6.7.6 - The proposal will address providing telephone services to residents.

6.7.7 - The proposer will include a telecommunications plan in the proposal and is responsible for all of its own telecommunications equipment and maintaining existing equipment. The successful proposer is responsible for replacing existing equipment, as needed, at the successful proposer's own expense. Telecommunications equipment includes radios, fax machines, and basic telephone service for the operation of the facility.

6.7.8 - The proposer will describe its plan for data processing services including equipment and software necessary to interface with the State's computer systems where necessary, beneficial and/or possible. The plan should include maintenance and reporting of resident data as required to the State.

6.7.9 - The successful proposer will be responsible for all utilities necessary for operation of the facility, including but not limited to water, power, gas, garbage service, telephone, and sewer.

## **6.8 - Safety and Security**

6.8.1 - The proposal must address the use of protective custody and/or isolation. It must be clear why, when and where this takes place, the length of time and the procedure for authorization. If for medical reasons, the role of the health care staff must be identified.

6.8.2 - The proposal must address the safety and security provisions of the operational plan. This includes, but is not limited to, staffing, perimeter security, screening of visitors, central control, the use of restraints (hard and/or soft), riot control, and the use of chemical (Mace, pepper spray) agents for controlling behavior. A policy regarding the storage of firearms and/or explosives is required. The proposal must also address issues related to security patrols and inspections, resident movement and transportation, maintenance of permanent unit and main control logs, control of contraband, and use of force.

6.8.3 - The proposal must include a detailed explanation of the proposer's Emergency Operation and Evacuation Plan. Procedures for notification of the State, local law enforcement, and guardians (as may be required) must be included.

## **6.9 Penalties**

6.9.1 - In the event that any inmate escapes from the immediate control of the successful proposer and leaves the secure perimeter of the facility, the successful proposer will be obligated to pay a penalty in the amount of \$1,000.00 per individual per occurrence. To the extent that the services of local law enforcement or the State are utilized in re-capturing any escape, the successful proposer is also obligated to reimburse the same for their costs.

6.9.2 - The successful proposer is obligated to have every post, which has been identified to be a Critical Post staffed with a qualified person for the entire shift. Any Critical Post not covered will obligate the successful proposer to pay a penalty equal to three (3) times the monthly base wage for that position for each shift, or part of a shift, the position is vacant. The successful proposer must notify the State Contract Monitor in writing within three (3) days of the date any position becomes vacant, and will fill any vacant position with a qualified individual within thirty (30) days after the vacancy occurs to avoid this penalty.

6.9.3 - The successful proposer is obligated to have sufficient staff to meet all minimum staffing requirements. In the event the minimum staffing ratio is not met on any shift, the successful proposer will be obligated to pay a penalty of \$500.00 for the first day it is not met. The penalty will increase by \$500.00 for each consecutive day in which the same staffing ratio continues to not be met. For example, if the same staffing ratio was not met for three consecutive days, the successful proposer would pay \$500.00 for the first day, \$1000.00 for the second day, and \$1500.00 for the third day, totaling \$3000.00.

6.9.4 - The successful proposer is obligated to provide the specified number of hours of preservice training hours of an approved curriculum and ongoing annual training per contract specifications. In the event the training requirements are not met for each staff member, the successful proposer will be obligated to pay a penalty of \$500 per staff member for each shift the staff member works until the training requirement is met.

6.9.5 - In addition to self-monitoring, the facility will be subject to state inspections.

6.9.6 - Needed maintenance/repairs affecting health, safety or security (which are documented in a state inspection or outside regulatory agency inspection) will be made within 24 hours of the inspection, or longer if deemed reasonable by the State. In the event maintenance/repairs are not made or caused to be made within the time frame agreed to by the State, the State may, at its option, arrange for the required maintenance/repairs. All costs associated with such repairs/maintenance will be charged back to the successful proposer, with the addition of an administrative surcharge.

6.9.7 - Needed maintenance/repairs not affecting health, safety or security (which are documented in a state inspection) will be made or caused to be made within 30 days, or longer if deemed reasonable by the State. In the event maintenance/repairs are not made or caused to be made within the time frame agreed to by the State, the State may, at its option, arrange for required maintenance/repairs. Costs associated with such repairs/maintenance will be charged back to the successful proposer, with the addition of an administrative surcharge.

## **6.10 - Evaluation of Facility Operations**

6.10.1 - The proposal must describe the record keeping protocol as it relates to the provision of programs and services. The State of Connecticut must have access to all such records for program monitoring and contract compliance purposes. Records will include but not be limited to case management, medical, mental health, substance abuse, dental, and personnel records; staff sign-in/sign-out records; payroll; incident reports; maintenance records; inventory and purchasing records; contracts; financial; and other facility management issues.

The proposal must address the confidentiality and security of electronic and hard copy records, including compliance with HIPAA.

6.10.2 - Proposer must discuss types of records maintained which relate to programs and services. These may include, but are not limited to:

- Numbers of admissions and releases;
- Types and number of ITPs created;
- Hours of education provided;
- Hours of recreation provided; and
- Number and types of health care visits.

In addition, the proposer must describe the retention of records which may be required to support and defend the State of Connecticut or any agency thereof.

6.10.3 - Proposal must discuss the kinds of records that will support an outcome evaluation. Proposer will identify the kinds of measurable outcomes which will be tracked and used to illustrate the ability of the program to produce success. Measurable objectives may include:

6.10.3.1 - An increase in educational achievement.

6.10.3.2 - A significantly different perception of victims and victims issues, as demonstrated by pre-test and post-test results.

6.10.3.3 - A significant increase in the ability to use effective anger management techniques as demonstrated by practical exercises.

6.10.3.4 - Passing or preparing for the GED in the program.

6.10.3.5 - Passing the apprenticeship entry examination for one or more of the vocations offered in the vocational training program.

6.10.3.6 - Improvement in self-esteem/confidence, measured by pre- and post-test results.

6.10.3.7 - Successful placement in employment and housing.

## **6.11 - State Access to Facility**

The State of Connecticut reserves the right to have unrestricted access to the facility, the staff, the records and the residents of the facility.

## **6.12 - Liquidated Damages**

In addition to the general and special damages that may result from a breach, the measure of damages to daily state operations in the event of a default or breach by the awarded successful proposer may be difficult or impossible to calculate, depending on the nature of the default. In the event the awarded successful proposer fails to perform services in accordance with this RFP and subsequent contract, the State intends assessing liquidated damages. Notwithstanding that intent, should any condition continue, however; the State intends to pursue recovery of actual losses resulting from the awarded successful proposer's failure to perform and expressly reserves the right to do so. The State's failure to assess liquidated or actual damages in one or more of the particular events relating to the contracted Scope of Work will in no way modify or waive the State's right to assess additional liquidated or actual damages relating to it. The State will have the right to offset amounts assessed under this section against charges then due and owing to the successful proposer.

## **7. COMPANY BACKGROUND AND REFERENCES**

**Proposers who do not provide complete documentation for the information requested in this section may be disqualified.**



7.1 - Proposers must provide a company profile. The profile should include the proposer's relevant past experience and qualifications and experience of key project personnel. Additionally, the following must be provided:

7.1.1 - A detailed summary of all lawsuits, settled and pending, including outcomes for residents and staff and settlement amounts paid or received. Include information on all subsidiaries.

7.1.2 - Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. Proposers must be duly qualified to perform all aspects of their proposed program.

7.1.3 - Locations of company offices and location of office servicing Connecticut accounts.

7.1.4 - Number of employees locally, nationally and internationally.

7.1.5 - Location(s) from which employees will be assigned.

7.1.6 - Name, address and telephone number of the proposer's point of contact for a contract resulting from this RFP.

7.1.7 - Length of time proposer has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

7.1.8 - Audited financial reports for the two most recent years and other information that will assist evaluators in determining financial stability.

7.1.9 - Accreditation history.

## **7.2 - SUBCONTRACTOR INFORMATION**

7.2.1 - Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", proposer must:

7.2.1.1 - Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services. If specific subcontractors have not been identified, provide a description of the types of organizations anticipated to provide the contracted services and the types of services to be contracted.

7.2.1.2 - Provide the same information for any subcontractors as is indicated in Section 7.1 for the proposer as primary contractor.

7.2.1.3 - References as specified in Section 7.3 below must also be provided for any proposed subcontractors.

7.2.1.4 - Primary contractor will not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### **7.3 - REFERENCES**

Proposers will provide a complete list of all contracts and subcontracts the potential provider has received during the past five (5) calendar years that imposed an obligation on the potential provider to provide services of any kind to community corrections / pre-release programs. The information provided will include the effective dates of performance, the amount and duration of the contract, the contracting entity, the name, address and telephone number of the responsible contract officer or contract monitor, and a brief description of the service(s) provided. Proposers are asked to verify current contacts. Information provided will include:

- 7.3.1 - Client name;
- 7.3.2 - Project description
- 7.3.3 - Project amount;
- 7.3.4 - Project dates (starting and ending);
- 7.3.5 - Technical environment;
- 7.3.6 - Client project manager name, telephone number, fax number and e-mail address.

### **8 - COST**

Cost information must not be included with the proposer's Technical Proposal.

8.1 - Proposers are encouraged to research the labor market and propose wages and fringe benefits that are competitive for the East Lyme, Connecticut area.

8.2 - Provide detailed costs associated with these responsibilities and related services. Specify the nature of all expenses anticipated, expressed as "per diem, per inmate."

8.2.1 Proposer acknowledges an understanding of all Federal and Connecticut Affirmative Action/EEO requirements. Proposer further acknowledges acceptance of those requirements.

## **Addendum: Frequently Asked Questions**

### **Note:**

**Where the responses below conflict with elements of Sections 6 and 7 of this RFP, the responses below will prevail.**

### INMATES

**1. The RFP states that the classification process will "identify those inmates ...who require close monitoring and supervision in order to assure the safety of staff and residents." etc. Does this statement indicate that the CJC will house separate security levels? If so, how are these security levels defined, and what are the restrictions and requirements of each? How does the facility configuration accommodate differing classification levels?**

All inmates referred to the CJC from the community will be classified as Level 1 inmates, this being the minimum classification. However, within each security level variations exist. Additionally, certain individuals, while classified as Level 1, may require monitoring of a more intense nature. This may be due to specific inmate risks or weaknesses. Restrictions and requirements for each inmate, however, should be nearly identical. The facility does not allow for inmate segregation. Inmates will not be on active bail or bond release. Not all security options need be provided, such as protective custody and isolation.

At the discretion of the Department of Correction, Level 1 and 2 inmates from the York Correctional Institution may be referred to the CJC as part of a transitional or re-entry program.

**2. Are all residents treated the same by security level?**

Yes.

**3. The RFP states that inmate length of stay is determined in part by, "the willingness of the inmate to cooperate and progress". Please provide information on the consequences for non-cooperation and/or failure to progress for each of the four distinct populations entering the facility (as defined in RFP Section 2.4.1 through 2.4.4). For example, will non-cooperation result in incarceration in all instances? Are there alternative sanctions available to the agencies with jurisdictional authority over each of the four populations?**

Inmates referred to the CJC from the community will be fully informed that their assignment to the program is generally considered 'in lieu of re-incarceration', making the program voluntary. It is also considered as an incremental sanction for a technical violation of the terms and conditions of their community release. It is likely that those inmates failing to participate or progress at a sufficient pace will be re-incarcerated.

**4. From what communities in Connecticut do these women come from? Please identify the four largest communities.**

Inmates can be from anyplace in the state. The 4 largest communities will be Bridgeport, New Haven, Waterbury and Hartford.

**5. Upon discharge, where do they currently end up? Again, provide top four locations.**

Inmates generally discharge into the community from whence they came. Again, the four largest communities are New Haven, Bridgeport, Hartford and Waterbury.

**6. Are these women mothers with custody of their children?**

Some may well be. Others either have no dependent children or do not have custody of children.

**7. What is the average age of their children?**

Unknown.

**8. How many children on average do they have?**

Unknown.

**9. Are they involved with DCF?**

Involvement with DCF is a clear likelihood for many of the inmates.

**10. What is the racial, ethnic and social makeup of these women?**

Racial makeup: White-40%, Black-37%, Hispanic-21%, Native American.- <1%, Asian-<1%

**11. What is the typical crime that they have committed which led to their incarceration in the first place?**

Over 50% of the women are incarcerated for the following offenses:

Violation of Probation or Conditions of Discharge - 17.1%

Sale of Hallucinogen/Narcotic Substance - 7.5%

Possession of Narcotics - 7.1%

Prostitution - 4.0%

DUI - 3.4%

Injury or risk of injury to a minor - 2.9%

Larceny 1<sup>st</sup> Degree - 2.6%

Assault, 2<sup>nd</sup> Degree - 2.5%

Failure to Appear - 2.5%

Assault, 1<sup>st</sup> Degree - 2.4%

**12. What is the average age of the women?**

34 Years

**13. What is the highest level of education commonly achieved by these women?**

Less than 10 years - 13.5%, 10 - 12 years - 64.7%, More than 12 years - 21.7%

39% report finishing 12 years, 14% report finishing 11 years, 12% report finishing 10 years, 11% report finishing 13 years,

**14. What is the employment history of these women?**

Varied. Proposers may assume that the employment of many of these women is spotty and at the lower end of the scale.

**15. Who is here now?**

Currently, approximately 114 inmates from the York Correctional Institution are temporarily housed

in the building.

## PROGRAM

**16. The RFP invites the respondent to propose a length of stay defined by the *"nature of the program"* proposed. Because the nature of the program proposed will be derived from the anticipated needs of the population as determined by its demographics, characteristics, offense type and history, and assessed risk factors, could the Department provide pertinent data on the intended CJC population? Alternatively, is it intended that the proposer propose a more generic program based on its knowledge of similar populations it serves in other jurisdictions?**

Inmates referred to the CJC will encompass a very wide spectrum of demographics, characteristics, offense types and history. Their participation in the CJC will be predicated on a need for short term, intensive services most probably related to substance abuse, educational, employment needs, or other needs posing an obstacle to successful re-integration into their community. Proposers should describe anticipated involvement by State personnel in the development of inmate program plans.

**17. Could funding be used to support women returning to the community find appropriate and affordable housing? For example, could funds be used for security deposits?**

The State does not prohibit such use of funds. Proposals should include how and to what extent these funds will be used and a plan for recoupment, if such recoupment is planned.

**18. Do the participating state agencies use consistent criteria for determination of releases? Please provide criteria.**

Probation is determined by the courts at sentencing. Once an inmate completes the sentence, a period of probation would begin.

DOC community releases are based on total effective sentence. Those inmates sentenced to less than 2 years are eligible for Transitional Supervision, approval for TS is based on criteria determined by (.2, classification and approval of a Warden.

Inmates sentenced to over two years may be released to a HWH, if 9.2 criteria is met in addition to being approved by the Warden.

Parole releases are for inmates sentenced to over two years. A hearing is held on each inmate that is eligible and a board-appointed panel approves/denies.

**19. Is the proposed contract intended to fund any transitional and/or aftercare services (e.g., any federal RSAT funding involved) or is the role of the successful proposer limited to case management and referral services?**

The proposed program at the CJC will not fund transitional or aftercare services. Direct services will be provided to inmates while in the program. Referrals will be made by the program as inmates return to their communities. Case management after release from the CJC will be the responsibility of the agency with legal jurisdiction. However, proposals should address linkages with community resources to assist in the re-entry process for all inmates.

**20. The RFP requires the proposer to include the federal Byrne-funded Job Opportunities program as an integral part to job readiness and discharge planning. With Byrne grant funding currently in serious jeopardy in the federal budget process, is it anticipated that the**

**State of Connecticut will replace any de-funded projects?  
How much space will be allotted for Job Opportunities?**

The Department is currently establishing a Job Opportunities program at the York Correctional Institution. This program will be extended to the CJC. Should Federal Byrne funds not be available, it is the intention of the Department to maintain the program, but we are unable to guarantee such continuation. The program will require one small office.

**21. Length of stay is variable, ranging from 2 weeks to 90 days. Would it be possible to provide a standard length of service that includes residential and outpatient for at least three months?**

The proposer is encouraged to propose the program they believe best fits the needs of the State and the inmates. However, the State is most interested in a program that provides short term, intensive services, thereby allowing for greater utilization.

**22. Do the two day rooms have cable TV?**

Yes.

**23. What about Parole and Probation inmates and detox issues?**

Inmates requiring detoxification or other serious medical interventions will not be eligible for placement in the CJC until such condition is stabilized and/or resolved.

**24. Will the Oversight Committee establish the slots allocation? Will the Oversight Committee make the rules? How many inmates from each of the categories (Parole, Probation, DOC Community/Facility) will be referred to the CJC?**

There is no desire, at this time, to allocate space between agencies within the program. Assignment to the CJC will be done on a first-come, first-served basis. However, procedures to be established by the Oversight Committee will not allow the program to be over utilized by one agency, thus cutting off use by another agency. Priority will be given to inmates returning from the community for Technical Violations. The remainder of available bed space will be utilized by inmates leaving York Correctional Institution for re-entry programming.

**25. What about drug testing?**

Current community standards call for a minimum of two tests per month, coupled with random checks and checks if there is reasonable suspicion an inmate may have violated terms. Proposers should propose their specific intentions based on experience in operating similar programs or review of pertinent data.

**26. What is the consequence of dirty urine?**

While any failure of a drug test is a technical violation of the terms and conditions of community release, the Proposer should describe how the program they propose would recommend such failures be addressed.

**27. Escapes – will inmate be charged with escape?**

In such cases inmates will be charged with either escape or absconding, depending on the agency of jurisdiction.

**28. What is the number of transports per day? Do we have data?**

This question was specific to the transportation of inmates to medical services. Such transportation will be the responsibility of the State.

The proposer should propose transportation to community activities, including job and housing search.

**29. Is there to be programming for different types of inmates?**

Since the inmates assigned to the CJC will vary in their needs, proposers must propose programming that will be broad-based and flexible to allow for adequate services to such a wide variety of needs.

**30. Please provide regulations governing offender labor at the CJC. Are participants required or expected to take part in normal facility cleaning, food preparation and daily maintenance activities?**

The Department does not prohibit the activities described. Nor does it require them. The proposers should describe to what extent, if any, they intend to implement such activities.

**31. Is your model based on a national program? If so, what is the name and location?**

No, this is a new venture for Connecticut.

**32. What is the expected turn over rate?**

Turnover rates have not been anticipated. Programming and other factors submitted by proposers, coupled with negotiated details will determine the turn over rate.

**33. Based on current information, what is the anticipated escape rate?**

Escapes should be minimal, since participants should be highly motivated to participate in the program and have agreed to their placement.

**34. CJC will not have access to the kitchen? Work in the kitchen?**

No.

**35. How firm are the bed numbers?**

The bed numbers are not final. However, one review criterion will obviously be the number of beds proposed by the proposer. We do not anticipate a bed count much less than 110. Submission of a proposal for less than 110 beds will not deem such proposal 'non-responsive'. The review process will take into account the number of beds and the quality of the proposed program.

**36. Will the inmate phones be monitored?**

No. The current inmate phones will be removed. The successful proposer will be responsible for installation of telephones for inmate use. There is no requirement for inmate phones provided by the successful proposer to parallel the DOC inmate telephone system or to provide monitoring of such calls. Proposers are encouraged to propose the system they think appropriate.

**37. Intake is through York. What is part of the assessment and what does the successful proposer get?**

All inmates will be processed through the York Correctional Institution, with appropriate intake and

assessment screening. The assessment will assure the appropriateness of the inmate for placement in the CJC. It is undetermined exactly what the successful proposer will receive, although it should be assumed that appropriate and sufficient information will be provided. That should remain a contract negotiation issue.

**38. Suspension of benefits – would that be necessary?**

While the State has no interest in terminating any benefits being received by inmates prior to assignment to the CJC, we recognize that both state and federal parameters exist which must be adhered to. The State will pursue a policy of 'suspension' of services rather than termination. Thereby allowing a quicker resumption of benefits upon release.

**39. What of Commissary Services?**

Not serviced by DOC. The successful proposer would have to develop a program for such services. This will need to be fully explained in the proposal.

**40. Which ACA standards are applicable -community corrections or institutions? If institutions, to which security level will offenders be classified? We cannot access ACA criteria without submitting payment to ACA. Is there any way to access the credential guidelines from DOC? For ACA accreditation – if we can't pass is it still required?**

Standards for Community Corrections should be the goal.

The CJC is a hybrid. It is neither a correctional facility nor is it purely a community residential program. It is a blend of the two. It is the expectation that the program being proposed will define itself and where it falls in the spectrum.

The Department of Correction will work with the successful proposer to access ACA criteria, however, accreditation fees are the responsibility of the successful proposer.

If the program or the facility make accreditation from ACA impossible, the requirement to receive such accreditation will be dropped. However, the successful proposer will need to demonstrate the reasons for their inability to become accredited. The successful proposer must make a good faith effort towards accreditation.

**41. DOC assigns the inmates – will DOC stick strictly to that or will DOC be willing to discuss this? Dialogue is important. How much input will the successful proposer have on inmate placement? If successful proposer is responsible for escapes then they will need say.**

The Department of Correction, the Board of Parole and the Board of Probation reserve the right to refer all inmates determined appropriate to the CJC. While we agree that discussion is important between the successful proposer and the State, we will continue to reserve the right to be the last word. It is important to note, however, that the State of Connecticut has as much interest as the successful proposer in assuring this program is as successful as possible. Therefore, assignment of inmates to the program will be in the best interests of the State, the successful proposer and the inmate.

**42. Would DOC consider appeals process for inmate placement?**

Yes. This will be established during the contract negotiation process with the selected successful proposer.

**43. What kind of clothing is to be available? Will this be a program decision?**

Clothing will be dictated by the successful proposer. Clothing will be provided by the successful



proposer.

**44. What about use of restraints?**

There is no anticipation that restraints will be utilized in this program.

**45. Will there be community involvement and if so, how much?**

Proposers should clearly articulate how community involvement is incorporated in their proposed programming. The State has not made a deliberate decision regarding the type or extent of community involvement desired or permitted. Current literature indicates, however, that successful re-integration into the community is enhanced by certain community involvement. Community involvement may well include participation by inmates' children. Proposers must describe such involvement as part of their program proposal. Children will not be allowed to reside at the program.

Inmates may seek employment while in the CJC, they will not be on work release status and, therefore, will not be allowed to hold jobs while participating in the program.

**46. What is the procedure for getting non-compliant inmate out?**

The Oversight Committee will establish the process. The process will most likely include the requirement for documentation indicating progressive attempts to attain compliance from the inmate. Proposer will need to demonstrate what steps were taken and how those steps failed. Removal will be conducted by the agency with jurisdiction over that inmate.

**47. What if the need to be removed is immediate?**

Proposers will address specifics in their proposal as part of Emergency Plans, however, it is anticipated that the program will call the Connecticut State Police in certain situations, with immediate follow-up to the Department of Correction and the agency with jurisdiction for that inmate (if not DOC).

**48. Will visiting be allowed here?**

Yes.

MEDICAL

**49. Would the Department consider permitting the CJC operator to purchase medical, dental and mental health services through the York Correctional Institution Medical Unit?**

**50. Will we have access to the Pharmacy at Niantic?**

**51. What level of medical coverage will be required on-site?**

**52. What is the closest hospital?**

Medical, dental, pharmacy and mental health services will be the responsibility of the State.

Inmates at the CJC should require little on-site medical care. Oversight of medication, cuts, bruises, and other minor medical issues will need to be addressed. Additionally, there will need to be staff on hand at all times who can provide first aid and CPR/AED.

Lawrence and Memorial Hospital in New London is approximately 15 minutes away.

**53. Who is financially liable for emergency services and in-patient hospitalization and how will payments for such services be made? Are the DOC, Board of Parole, and Probation responsible for their inmates or will the successful proposer be responsible?**

Such services are the responsibility of the State.

#### FACILITY REPAIR AND MAINTENANCE

**54. Please clarify who will be responsible for the repair and maintenance of what.**

**55. If the Department is responsible for preventative maintenance, will all manufacturer conditions be adhered to by the Department so as to prevent the manufacturer from invalidating any warranties?**

**56. Are renovations to be at successful proposer expense?**

**57. Is the successful proposer responsible for maintenance crew?**

The Department is responsible for all capital facility equipment and systems, including roofs, exterior and load bearing walls, foundations, windows (except for breakage), plumbing, electrical and heating systems. The State will also be responsible for the repair and maintenance of fences, driveways, and parking lots. This will not include snow removal. The successful proposer will be responsible for snow removal and trash services.

Since air conditioning equipment is not 'central', the successful proposer will be responsible for purchase, installation, maintenance and replacement. Existing laundry equipment will remain with the building, at no cost to the successful proposer. However, maintenance and replacement for equipment will be the responsibility of the successful proposer. This maintenance includes that which is required to comply with warranty terms and conditions.

General renovations required to comply with code standards will be the responsibility of the State. Renovations desired by the successful proposer for programmatic design will generally be at the expense of the successful proposer, though some negotiation on a case-by-case basis will be permitted.

The successful proposer will be responsible for all day-to-day maintenance, including grounds. It is best to look at the relationship as one of Landlord and Tenant. Generally, most issues will be handled in that light.

**58. Are there any costs associated with the operation of the program (i.e. least costs, etc.)?**

There are no known costs to the successful proposer.

**59. What about the perimeter fencing?**

The State (DOC) will install fencing to separate the CJC from the York Correctional Institution.

**60. Will DOC renovate the basement and is it usable?**

The basement of the building may be useable. The State will review issues of water leakage and determine the cost and labor involved in correcting the problem. At this time the State cannot guarantee the basement will be useable space.

**61. What is the number of beds in each room?**

Current configuration has different size rooms. Occupancy currently varies between 4 and 8 beds per room.

**62. What space comes with the building?**

Sufficient space surrounding the building will be allocated to allow for outdoor recreation and parking. The exact outline of that space is not yet determined. The DOC will not be providing any additional indoor space. Proposers may propose the installation of temporary buildings at their expense.

**63. Is there delivery access?**

Delivery service (trucks, etc) will be made via the gate on the west end of the building.

**64. Are there alarms?**

The doors are alarmed and they are individually controlled.

**65. Are there motion detectors and/or cameras?**

No.

**66. Is there handicapped access?**

The State is currently preparing the required access ramps for the building entrances. One bathroom (Room 112b) is ADA compliant with one shower stall and one toilet. This compliance is not indicated on the CAD drawings provided, but does exist.

**67. What is the legal status of the residents?**

Residents will be under the jurisdiction of DOC, Parole or Probation.

**68. Is there space for medical?**

The space seen at the Site Visit is what is available. Proposers are free to propose whatever use for that space they consider appropriate.

**PERSONNEL MATTERS**

**69. The proposer is asked to describe minimum coverage on a 24/7 schedule for various categories of staff, but excludes scheduled coverage of educational and medical services staff, are these categories intended to be included in this section?**

Yes, include coverage for all staff.

**70. Please provide information on how the Department will handle conducting criminal background checks for CJC job candidates. How long do background checks take to complete, and does the DOC intend to charge the vendor? If charges apply, please state them.**

The requirement is for the program to conduct its own background checks.

**71. Is it the intent that the vendor's employment practices must conform with state and federal law, or is it intended to require the vendor to adhere to DOC practices for staff promotion, transfer and discipline?**

State and federal law are the primary guides for personnel actions. The State is not requiring the successful proposer to adhere to any state agency practices, per se. Proposers must provide information on their policies on employment, including the impact of a criminal history on employability.

**72. Can you provide an explanation to 3.16 - "Proposers will be proactive in verification of licensing or certification requirements prior to proposal submittal"?**

Proposers should know the requirements, state and federal, for each proposed job classification, i.e., drug and alcohol counselors. Knowledge of such requirements will impact budgets through training and salary lines.

FOOD SERVICES

**73. Is there a kitchen? Will food be provided?**

No. Provision of food will be the responsibility of the Vendor. The DOC, however, may be considered as a potential sub-contractor.

**74. What is the cost in providing food? (through DOC) What is our cost per meal?**

The per inmate food costs are: All facilities: \$ 2.00/day. York only \$ 2.00/day. These responses are provided in response to a question proffered. They reflect in-house costs to the Department of Correction and are in no way all inclusive of costs which may be associated with a contract to provider food services to an outside party.

**75. What times is food services through DOC available?**

Breakfast: Begins at approximately 5:15 - 5:30 a.m.  
Lunch: Begins at approximately 12:15 - 12:30 p.m.  
Dinner: Begins at approximately 4:15 - 4:30 p.m.

LAUNDRY

**76. Is the successful proposer responsible for the cost of providing offender clothing and bedding? Which party is responsible for providing street clothes for offenders going out on employment interviews, etc.?**

The successful proposer will be responsible for providing bedding and clothing while in the program. The successful proposer should also describe the perceived need for 'interview' clothing and how they intend to meet that need (seeking donations, inmate families, etc).

EQUIPMENT

**77. Please provide a list of existing telecommunications equipment for which the successful proposer will be responsible**

The Department of Correction is proposing to remove all telephones, fax machines and computer equipment from the building. The successful proposer will be responsible for the installation, maintenance and support for all such equipment.

**78. Please provide a detailed technical description of the State's computer systems so that proposers may determine the feasibility and cost of the proposed systems interface**

General Internet access should provide the required level of interface.

**79. The RFP does not reference facility FF&E. Will the facility include fully equipped kitchen and laundry, medical/dental exam room, office furniture, housing and dining unit furnishing, recreational equipment, computers, etc.? Please provide a full FF&E list to proposers so we may assess the completeness of the inventory.**

The facility will include beds, mattresses, desks, chairs, etc., as they currently exist. Proposers had an opportunity to establish additional needs at the Site Visit on June 10<sup>th</sup>. Furniture and equipment, beyond what is currently located at the site or has been identified to be removed, is the responsibility of the successful proposer.

**80. Will the washers and dryers stay?**

The existing washers and dryers will remain with the building. Maintenance and replacement will be the responsibility of the successful proposer.

**81. LAN lines – can we test and identify them?**

The vendor will be responsible for their own internal telecommunications.

#### UTILITIES

**82. Do utilities, including water and sewer, run independently to the facility (i.e., not through or shared with adjacent facilities). If not, are they all separately metered? Please provide a list of the types of utilities that serve the facility (gas, propane, oil, etc.) and the utility companies that provide them. What are utility costs?**

The building is not separately metered for utilities, however, the State is researching the possibility of installing separate utility meters for this site. The successful proposer will be responsible for utility services to the building. Oil is separate for the building. Estimated costs are:

Electricity - \$16,390 per year (217,622 kWh per year)  
Water - \$23,051 per year (180 gallons per inmate, per day)  
Sewer - \$24,117 per year (150 gallons per inmate, per day)  
Oil - \$11,787 per year (12,552 gallons per year)

**83. How will the allocation of utilities be charged back to the successful proposer?**

This will be addressed in the contract, however, anticipate charges similar to those provided above.

**84. The RFP refers to the requirement for firearm storage, chemical agents and riot control.**

**85. Is the facility expected to store firearms outside the perimeter? If so, are appropriate secured locations provided for this purpose?**

**86. If the proposer proposes to store firearms, such storage will be at the CJC. The Department will not provide storage facilities. Proposers must be very clear on the storage of weapons, chemical agents, etc.**

**87. Does the firearms requirement indicate that direct care staff (Section 6.2.2.1.) will be**

**required to receive Core DOC certification as Hazardous Duty Employees? If so, will this training be provided to successful proposer staff at the Maloney Center?**

The Department does not anticipate that firearms will be on site. The inclusion of this section in the RFP indicates a desire on the part of the State to assure that this issue is addressed by all proposers. Proposers are free to propose their policies and practices and how they would implement them in this project.

Training of staff will be the responsibility of the successful proposer and will be based on their proposed program and policies. However, the Department of Correction anticipates that some training provided by the Department at the Maloney Center for Training and Staff Development will be offered to the successful proposer, on a space available basis.

#### COSTS/COST BASIS

**88. Is this contract reimbursed on a fixed cost basis or on a per diem basis? If on a per diem basis, is reimbursement limited to occupied beds? If the contract pays for occupied beds only, what is the projected occupancy rate? (It is understood that no facility can remain occupied at 100% capacity at all times: the proposers' budget development process will have to account for that fact as it relates to fixed (staff) costs required to maintain minimum staffing patterns). Alternatively, does the Department expect to pay for a guaranteed minimum number of beds, regardless of census? Where did the 110 come from?**

The number of 110 is a goal set by the State and reiterated by the Governor in his proposed budget. The State anticipates a fixed cost basis of payment, with a start-up payment of approximately 20% of the final negotiated annual cost to be paid shortly after full execution of a contract. The remaining funds will be paid out in equal monthly payments. Exact payment schedules will be negotiated as part of the contracting process.

**89. What about revenue sources outside the contract? Can we charge inmates?**

The program cannot charge inmates for rent or services. The State knows of no other source of revenue. If a proposer wishes to propose additional sources of revenue into their program, they are free to do so.

**90. What is the cost per inmate at Niantic?**

For State Fiscal Year 2001-2002 the cost per inmate at York CI was \$123.00 per day.

**91. Will we have to deal with existing union contracts as they relate to correction officers?**

No.

**92. Are we expected to budget in rent for the facility?**

No.

**93. Could you provide us with a list of those who submitted a letters of intent?**

List is attached.

**94. What is the square footage of the facility?**

total square footage of interior .....12,183 sq ft

dorm areas .....4,270 sq. ft  
office / day room /program. space / confer room.....2,493 sq. ft  
all other areas.....5,420 sq. ft  
( corridors, stairs, toilets, laundry, phone room)

**95. Floor Plan – Can it be provided, load bearing walls, as configured, square foot office vs. residence.**

A copy of the plan is available upon request.

**96. What is legal use, is there a CO? What is legal use?**

The State is seeking to have the Certificate of Occupancy classified as "hotel/dormitory". The other option is to have it classified as a correctional facility. It is our understanding that having the classification changed at a later date to that of correctional facility may not be a difficult task.

**97. Are all rooms sprinkled?**

Yes, utilizing a dry chemical system.

**98. Is there access to other facilities?**

No. There will be no access to facilities located at York or other state facilities.

**99. Will State personnel respond to emergency situations (riot, fire) at the CJC?**

Response by State personnel from the York CI during emergencies should be anticipated.

GENERAL

**~~100. Are there parole and/or probation staff here [at the Proposers' Conference]?~~**

~~No.~~

**100. Oversight Committee – how will that work?**

The Oversight Committee will be comprised of representatives from each of the three state agencies. This committee will be responsible for coordinating the activities and resolving issues which may arise between the three agencies. Membership on the committee will be made up of individuals of sufficient position to address issues and make decisions without a lengthy review and approval process at their respective agency. The Oversight Committee will not participate in the day-to-day decision-making concerning activities of the CJC. They will, however, appoint liaisons to maintain direct contact with the program operators.

**101. Who is responsible for sub-contractors?**

Vendors are responsible for all sub-contractors.

**102. What is the timeline for policies and procedures?**

Proposers must provide an outline of all proposed policies and procedures with their proposal. Draft policies and procedures will be due to the State by the selected successful proposer within 30

days of contract signing. Final policies and procedures will be developed and accepted by the Oversight Committee within 45 days of initial inmate intake.

**103. Will DOC be the contact for coordination between state agencies?**

The coordination between state agencies will be developed and maintained under the direction of the Oversight Committee.

**104. May successful proposer use Maloney Center for Training and Staff Development?**

It is possible that the facility may be utilized by the successful proposer to conduct training at their expense, as the facility is available. In addition, the State anticipates limited opportunities for state agencies to invite successful proposer staff to participate in training programs or sessions, on a space available and applicability basis. In return, the successful proposer will be encouraged to include appropriate state personnel in training they offer to their staff, as space allows.

**105. Penalties, for example, failure to maintain minimum staff to inmate ratios, who will determine that?**

The contract between the State and the successful proposer will identify such things as staff to inmate ratios, as well as other categories addressed in the 'Penalty' portion of the RFP. Failure to maintain those standards may result in penalties.

**106. RFP – is Proprietary classification provided in responses possible?**

Yes. Proposer must identify those items or sections which they are claiming a proprietary status. The State will handle such items as mandated by statute.

**107. What is the definition of “Apprenticeship Entry Exam”?**

This refers to a possible measurement of success offered as an example.

**108. What about insurance reference?**

All references to insurance in the RFP relate to anticipated contract requirements for the successful proposer to hold certain insurance coverages.

**109. How will the success of this program be evaluated by the State?**

Proposers are encouraged to propose methods for the evaluation of both short-term and long-term success of the program.